

To-day's Advertisements.

NOTICE.

THE Business hitherto carried on by the undersigned will from this date be carried on under the style or firm of **M. S. SASSOON & Co.**

Hongkong, January 1, 1890.

NOTICE.

MR. DAVID REUBEN SASSOON and **MR. REUBEN MEYER MOSES**, have this day been admitted Partners in our Firm in Hongkong.

DAVID SASSOON, SONS & Co.

Hongkong, January 1, 1890.

NOTICE.

MR. JOHN MEIER has been admitted Partner in our Firm from this date.

KRUSE & Co.

Hongkong, January 1, 1890.

NOTICE.

I HAVE this day commenced Business as a **SHARE & GENERAL BROKER.**

J. GRANT.

Marine House, Hongkong, January 1, 1890.

NOTICE.

MR. EDWARD W. MITCHELL takes Charge of our Firm's Business in Hongkong from this date.

CALDBECK, MACGREGOR & Co.

Hongkong, January 1, 1890.

NOTICE.

MR. JAMES DUKE MONRO and **MR. ROBERT LYMAN RICHARDSON** have been this day admitted Partners in our Firm.

Our London Business, which has heretofore been carried on in the name of our Senior, **MR. T. W. RICHARDSON**, will be continued at 10, Austin Friars, under the style of **RICHARDSON, BRADLEY & Co.**

Swatow, January 1, 1890.

NOTICE.

MR. OSCAR NOODT has been admitted a Partner in our Firm on the 1st of July last.

A. SCHOMBURG & Co.

Holthor, Pakhoi, January 1, 1890.

NOTICE.

THE Interest and Responsibility of **MR. DAVID EZZELI MOSSES** in our Firm in Hongkong and China Ceded from this date.

S. J. DAVID & Co.

Hongkong, January 1, 1890.

NOTICE.

MR. Y. A. GUBBAY has this day been admitted a Partner in my business of **SHARE & GENERAL BROKER**, which shall henceforward be carried on under the style or firm of **Y. A. GUBBAY.**

REUBEN GUBBAY.

Hongkong, January 1, 1890.

NOTICE.

MR. JOHN EDGAR has this day been admitted a Partner in our Firm.

W. R. LUXLEY & Co.

Hongkong, January 1, 1890.

NOTICE.

HONGKONG TRADING COMPANY, LIMITED.

(LATE THE HALL & HOLTZ CO-OPERATIVE COMPANY, LIMITED.)

NOTICE.

As sufficient Shares have been applied for to float the above Company, the business will be taken over (in accordance with the Prospectus) from this date; but in deference to numerous requests from intending Subscribers the Share List will be kept open until the 31st Instant.

January 1st, 1890.

REFERRING to the above notice we beg to announce that our Store will be **CLOSED** until **MONDAY MORNING NEXT**, for the purpose of Stocktaking, after which the whole Stock will be arranged for a great Clearance Sale. Full particulars next week.

Hongkong, 1st January, 1890.

PUBLIC AUCTION.

THE Undersigned has received instructions to sell by Public Auction, on **SATURDAY**, the 4th January, 1890, at 3 p.m., at his Sales Rooms, Queen's Road—

AN INVOICE OF
WHITE, PINK AND RED
JAPANESE CAMELLIA PLANTS;
AN ASSORTMENT OF
CONFERS AND JAPANESE LILY BULBS.

TERMS OF SALE.—As customary.
J. M. ARMSTRONG,
Auctioneer.

Hongkong, January 2, 1890.

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

NOTICE TO CONSIGNEES.

FROM GLASGOW, LIVERPOOL AND SINGAPORE.

THE Company's S.S. *Onyx* having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the Godowns of the HONGKONG AND KOWLOON WHARF AND GODOWN COMPANY, LIMITED, West Point, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Claims must be sent in to the Office of the Undersigned, before Noon on the 8th Instant, or they will not be recognized.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 8th Instant, at 4 p.m.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 8th Instant will be subject to risk.

Optional Cargo will be forwarded, unless notice to the contrary be given before 10 a.m. To-day.

Bills of Lading will be countersigned by **ARNHOLD, KARBURG & Co.,** Agents.

Hongkong, January 2, 1890.

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

To-day's Advertisements.

NOTICE.

OWING to the Absence of Assistants, on account of illness and promotion respectively, the **ASTRONOMICAL WORK** in the **HONGKONG OBSERVATORY CEASES** from TO-DAY, the 2nd January, till further notice. An endeavour will be made to have the daily Meteorological Reports continued as usual.

NOTICE.

W. DOBEROK.

Hongkong, January 2, 1890.

GOVERNMENT NOTIFICATION.

INFORMATION has been received from the **MILITARY ATTACHE** that **ARTILLERY PRACTICE** will take place at Stonecutters' Island from **FRIDAY**, the 3rd, to **WEDNESDAY**, the 16th January (Sundays excepted), between the hours of 9 a.m. and 1 p.m.

The Line of Fire will be in a South-Westerly direction from the Battery. All Ships, Junks, and other Vessels are cautioned to keep clear of the Range.

By Command,
A. LISTER,
Acting Colonial Secretary.

Colonial Secretary's Office,
Hongkong, December 31, 1889.

FROM HAMBURG, PENANG AND SINGAPORE.

THE S.S. *Prigga*, Capt. **FILERS**, having arrived from the above Ports, Consignees of Cargo are hereby requested to send in their Bills of Lading for countersignature by the Undersigned, and to take immediate delivery of their goods from alongside.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining and stored after the 8th inst. will be subject to risk.

All broken, chafed, and damaged goods are to be left in the Godowns, where they will be examined on the 8th inst. at 4 p.m.

No Fire Insurance has been effected.

SIEMSEN & Co.,
Agents.

Hongkong, January 2, 1890.

STEAMSHIP CALEDONIAN.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE TO CONSIGNEES.

CONSIGNEES of Cargo from London ex Steamships *Dunro*, from Havre ex Steamship *Dunro*, from Genoa, and from London ex Steamship *Fred. Nord* and *Ville de Lille*, in connection with the above Steamers, are hereby informed that their Goods—with the exception of Opium, Treasure and Valuables—are being landed and stored at their risk at the Company's Godowns, Bowington, whence delivery may be obtained immediately after landing.

Optional Cargo will be forwarded on, unless intimation is received from the Consignees before 10 a.m. To-morrow (Friday), requesting it to be landed here.

Bills of Lading will be countersigned by the Undersigned.

Goods remaining unclaimed after **TUESDAY**, the 9th Instant, at Noon, will be subject to rent, and landing charges on one cent per package per day in due on or before the 11th January (Saturday), or they will not be recognized.

No Fire Insurance has been effected.

G. DE CHAMPEAUX,
Agent.

Hongkong, January 2, 1890.

STEAM TO SHANGHAI.

THE P. & O. S. N. Co.'s Steamship *Clyde* will leave for the above place about 24 hours after arrival with the next outward English Mail.

E. L. WOODIN,
Superintendent.

P. & O. S. N. Co.'s Office,
Hongkong, January 2, 1890.

STEAM FOR SINGAPORE, PENANG, COLOMBO, ADEN, ISMALIA, PORT SAID, MALTA, GIBRALTAR, MARSEILLES, BRINDISI, TRIESTE, VENICE, PLYMOUTH AND LONDON.

ALSO,
BOMBAY, MADRAS, CALCUTTA AND AUSTRALIA.

N.B.—Cargo can be taken on through bills of Lading for **BATAVIA, PERSIAN GULF, VALPARAISO, MARSEILLES, TRIESTE, HAMBURG, NEW YORK AND BOSTON.**

SPECIAL LINE LIVERPOOL, LONDON, AND BOSTON.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship *ORIENTAL*, Capt. **E. STEWART**, will leave for **COLOMBO, PENANG, SINGAPORE, MALTA, GIBRALTAR, MARSEILLES, BRINDISI, TRIESTE, VENICE, PLYMOUTH AND LONDON**, on **WEDNESDAY**, 10th January, 1890, at Noon.

Cargo will be received on board until 4 p.m. Passengers and Goods (Gold) at the Office until 4 p.m. on day before sailing.

Shippers are particularly requested to note the terms and conditions of the Company's Black Bill of Lading.

Passengers desirous of insuring their baggage can do so on application at the Company's Office.

The Steamer takes Cargo and Passengers for **MARSEILLES.**

E. L. WOODIN,
Superintendent.

P. & O. S. N. Co.'s Office,
Hongkong, January 2, 1890.

To-day's Advertisements.

COMPAGNIE DES MESSAGERIES MARITIMES.

PAQUEBOT POSTE FRANCAIS.
FOR SHANGHAI, KOBE AND YOKOHAMA.

The Co's Steamship *Caledonia*, Capt. **D. MAUREAU**, will be despatched for the above Ports TO-MORROW, the 3rd Inst., at 3 p.m.

G. DE CHAMPEAUX,
Agent.

Hongkong, January 2, 1890.

FOR SHANGHAI.
The Steamship *Ningpo*, Capt. **R. KOHLER**, will be despatched for the above Port TO-MORROW, the 3rd Inst., at 4 p.m., instead of as previously notified.

For Freight or Passage, apply to **SIEMSEN & Co.**

Hongkong, January 2, 1890.

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR SHANGHAI, KOBE AND YOKOHAMA.

The Co's Steamship *Onyx*, Capt. **THOMSON**, will be despatched for the above Ports TO-MORROW, the 3rd Inst., at Noon.

For Freight, &c., apply to **ARNHOLD, KARBURG & Co.,** Agents.

Hongkong, January 2, 1890.

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY & FOOCHEW.

The Co's Steamship *Haitan*, Capt. **S. ASHROD**, will be despatched for the above Ports on **SUNDAY**, the 6th Instant, at Daylight.

For Freight or Passage, apply to **DOUGLAS LARPAKE & Co.,** General Managers.

Hongkong, January 2, 1890.

NAVIGAZIONE GENERALE ITALIANA (FLORIO & RUBINSTEIN UNITED COMPANIES.)

STEAM FOR SINGAPORE, PENANG & BOMBAY.

Having connection with Company's Mail Steamers to **ADEN, SUEDZ, PORT SAID, MESSINA, NAPLES, (LEGHORN), GENOA, &c.** **MEMPHISAN, ADRIATICO, LOVATTA, and SOUTH AMERICAN PORTS**, up to **CALCUTTA**. Taking Cargo at through rates to **PELISIAN GULF and BAGDAD.**

The Co's Steamship *Bormida*, Dr. **NEOS**, will be despatched as above on **TUESDAY**, the 7th Instant, at Noon.

As BOMBAY the Steamers are discharging in **VICTORIA DOCK.**

For further Particulars regarding Freight and Passage, apply to **CARLOWITZ & Co.,** Agents.

Hongkong, January 2, 1890.

DAKIN BROS. OF CHINA, LIMITED, MANUFACTURERS.

AERATED WATERS.

SPECIAL NOTICE.

FROM JANUARY 1st we shall supply **SODA AND AERATED WATER** in extra large size bottles only, unless the ordinary bottle is specially ordered by our customers. This "Bombay" size is the largest Aerated Water bottle made, and gives a great advantage to the consumer.

The Quality will be maintained as usual, equal to anything turned out in the East.

Price, Cents 50 per dozen.

SYRUPED WATERS will be supplied in Ordinary Size Bottles as before.

Telephone No. 69.

No. 22 & 24, QUEEN'S ROAD CENTRAL.

SHIPPING.

ARRIVALS.

January 1, 1890.
Tai Lee, German steamer, from Whampoa.
Yoonan, Chinese steamer, from Whampoa.

Chingoo, British steamer, 1,650; R. H. Mearns, Shanghai December 28, General—**ARNHOLD, KARBURG & Co.**
Asagoo, Japanese steamer, 1,621; H. Selck, Nagasaki December 24, Coal—**TAKASIMA CO.**

Althea, German steamer, 400; T. A. Bendixen, Pahlod December 28, and Hoi-ho 30, General—**WILSON & Co.**
Haiyong, British steamer, 1,122; Harris, Swatow December 31, General—**DOUGLAS STEAMSHIP CO.**

Business Notices.

HONGKONG TRADING COMPANY, LD.

(LATE THE HALL & HOLTZ CO-OPERATIVE CO., LD.)

CLOSED FOR STOCK-TAKING. WILL RE-OPEN MONDAY NEXT, THE 6TH INSTANT.

FURTHER ANNOUNCEMENTS IN A FEW DAYS.

Hongkong, January 2, 1890.

Young, Singapore December 15, and Bangkok 23, Rice. — **See Hsin Hov.**
Plutarch, British steamer, 1,080; A. Doré, Sandakan December 27, Timber—**BUTTERFIELD & SWIRE.**
Peking, German steamer, 954; F. Schulz, Shanghai December 30, General—**SIEMSEN & Co.**
Caledonia, French steamer, 2,073; de Manbeuge, Marseilles November 30, via Alexandria, Port Said, Suez, Aden, Colombo, Singapore, and Saigon Dec 30, Mails and General—**SIEMSEN & Co.**
Prigga, German steamer, 1,450; Ehler, Hamburg and Singapore December 26, General—**SIEMSEN & Co.**
Georgietta, American barque, 436; Francis Kester, Albany W.A. November 10, Sandalwood—**GILMAN & Co.**

DEPARTURES.
January 1—
Ganges, for Europe.
Morie, for Hainpang.
Nelson, for China.
Fragrant, for Kintchin.
Doris, for Hainpang.

January 2—
Governor Goodwin, for New York, Chicago, for Singapore and London.
Yoonan, for Shanghai.
Hoi-phong, for Saigon.
Tai Lee, for Nagasaki.
Pha Chita Chum Kiao, for Bangkok.
See Hsin Hov, for Amoy and Manila.
Dun Juan, for Amoy and Manila.
Peking, for Whampoa.
Althea, for Macao.

CLARRED.
Ningpo, for Shanghai.
Yoonan, for Shanghai.
B. P. Ching, for New York.

PASSENGERS.
Althea, for Hainpang, 30 Chinese.
For Hainpang, from Swatow, 35 Chinese.
Per City of Rio de Janeiro, from San Francisco, Miss M. Jackson, Miss H. Linton, Father Fernandez, Messrs Lam Chung Wa, Yunk Kai, Kwong Man Tai, Wm. George, and 4 Chinese.
Per Peking, from Singapore, 320 Chinese.
Per Naushan, from Singapore, 12 Chinese.

Per Peking, from Shanghai, 45 Chinese.
Per Peking, from Sandakan, Mr. and Mrs. Beaufort, nurse and 2 children, Mr. Dunlop, Mr. Kennedy, Mr. Yen, and 12 Chinese.
Per Caledonia, from Hongkong: from Marseilles, Mr. Ferreira da Silva (Portuguese Consul), Mr. and Mrs. O. L. de Costa and 3 daughters, Mr. F. Maria de Salles and daughter, Mr. and Mrs. A. Barthelemy and 3 daughters, Messrs J. Maria and M. Judin, Rev. Bartholot, Mr. Francisco Lopez, from Colombo, Mr. John Foster, from Singapore, Messrs Geo. Haye, Bart. Mit-jah, Colonel W. A. Granger, and Mr. Geo. Mohr, and 4 Chinese; from Saigon, 2 Sisters of St. Paul, and 79 Chinese.
For Shanghai: from Marseilles, Mr. Guifino Ferrari, Mrs. Teldehoff and infant; from Singapore, Mr. von Rucker. For Hainpang: from Marseilles, Rev. Tinnel. For Yokohama: from Marseilles, Messrs. Toku-gawa, Mr. P. G. Gower, Messrs Noma, and Noma, Mr. and Mrs. Schoeninger and Sister, Mr. S. Sondheim, Revs. Brulay and Maynard, and Mr. Goodison; from Singapore, Mr. W. Oprey.

Per Prigga, from Singapore, 3 Ally, and 280 Chinese.

DEPARTURES.
Per Japan, for Singapore, Miss Duncan, Miss Kildan, Mr. Bagnall, and servant, Mr. Chow Yuk Shing, Dr. E. G. Ashby.
Per Ganges, from Hongkong: for Singapore, Lieut. S. H. B. Ash, Mrs. Findlay and amah, Messrs P. P. Mohajee, R. P. Mohajee, A. Reid and F. Koser; for Hainpang, Mr. and Mrs. Trear, for Bumbay, Mr. P. G. Gower, for London, Colonel and Mrs. Eyre Williams; from Shanghai: for London, Messrs McDonald and W. H. Liewillyn.

Per Marie, for Hainpang, 2 Europeans, and 50 Chinese.
Per Nansan, for Swatow, 150 Chinese; for Hainpang, Dr. Rennie.
Per Dois, for Hainpang, 20 Chinese.
Per Sin Nansan, for Amoy, Captain J. Farrow, for Manila, 17 Chinese.
Per Yoonan, for Shanghai, 10 Chinese.
Per Haiyong, for Saigon, 350 Chinese.
Per Pha Chita Chum Kiao, for Bangkok, 10 Chinese.

TO SHANGHAI.
Per Caledonia, for Shanghai: from Hongkong, Dr. Kimball, Mrs. Douglas Jones, Messrs H. Gruu, J. R. Brockmann and F. A. Brockmann.
Per Ganges, for Shanghai, 2 Europeans.
Per B. P. Ching, for New York, 3 Europeans.

SHIPPING REPORTS.
The British steamer Haiyong reports: Left Swatow, 0.51 p.m., and had moderate N.E. wind and heavy, with smooth sea. Steamers in Swatow, *Kaiyong* and *Tung Ching*.
The American steamer City of Rio de Janeiro reports: From San Francisco, 3rd Dec., under heavy, with smooth sea. Arrived at Yokohama December 11th. Arrived at Yokohama December 27th, at 0.45 p.m., sailed December 27th, at 6.38 a.m.; had light monsoon on the China Coast. Arrived at 10.25 p.m., 1st January. Passage from San Francisco 18 days, 14 hours, 3 minutes.

MAILS BY THE FRENCH PACKET.
The French Contract Packet *Yongis* will be despatched on **WEDNESDAY**, the 8th January, with Mails to the United Kingdom, Europe, and places beyond, via Marseilles; to Saigon, Straits Settlements, Batavia, Borneo, Ceylon, Madras, the Andaman Islands, Aden, Natal and the Cape, Egypt, Malta, and Gibraltar.

The usual hours will be observed in closing the Mails, &c.

A. S. WATSON & Co., LIMITED.
To All Whom it May Concern.

NOTICE is hereby given that A. S. WATSON & Co., LIMITED, carrying on BUSINESS at the HONGKONG DISPENSARY, Victoria, in the Colony of Hongkong, and in various other Ports and places in China and elsewhere, have registered in the said Colony their Trade-marks as applied to MEDICINES, PROPRIETARY ANTIDOTES, AERATED WATERS, PERFUMES, WINES, STIMULANTS, LIQUORS, CIGARETTES and other Articles pertaining to the Business in its various Branches, and also as to the Labels, Wrappers, Brands, or Marks affixed to the same, and that if any person or persons, or attempting to be made by any person or persons, the said A. S. WATSON & Co., LIMITED, will immediately take legal proceedings for an injunction to restrain him or them from affixing, or procuring, or causing, or allowing to be affixed to any bottles, or boxes, or otherwise using, or employing, or permitting to be used, or employed any labels, wrappers, brands, or marks used by the said A. S. WATSON & Co., LIMITED, and also to obtain damages in respect thereof.

Dated this 14th day of May, 1889.
WATSON & DEACON,
Solicitors for the said
A. S. WATSON & Co., LIMITED.

Exchange.
Hongkong, January 2.

On London, Bank, Wire, 3/1
" On demand, 3/1
" 30 days' sight, 3/1
" 3 months' sight, 3/2
" 4 months' sight, 3/2
" 6 months' sight, 3/2
On demand, 3/25
On Berlin, On demand, 3/16
On New York, On demand, 70
" 30 days' sight, 72
On Bombay, On demand, 2/2
" On demand, 2/3
On Calcutta, On demand, 2/3
" On demand, 2/3
On Shanghai, On demand, 72
" On demand, 72
" 30 days' sight, private, 72
" 30 days' sight, 72
" 30 days' sight, 72

MEMOS. FOR TO-MORROW.
Shipping.
Daylight.—*Asagoo* leaves for Japan.
Noon.—*Onyx* leaves for Shanghai, &c.
3 p.m.—*Caledonia* leaves for S'hai, &c.
4 p.m.—*Ningpo* leaves for Shanghai.

Miscellaneous.
9 a.m.—Artillery Practice.

BY APPOINTMENT.
A. S. WATSON & COMPANY, LIMITED.
ESTABLISHED A.D. 1841.

MANUFACTURERS OF AERATED WATERS.
OUR AERATED WATER MANUFACTORY is replete with the best Machinery, embodying all the latest improvements in the trade.

THE greatest attention has been paid to applications for ensuring purity in the Water supply, to secure which we have added a Condenser capable of supplying us with 3,000 gallons of distilled water a day, and are now in a position to compete in quality with the best English Makers. Our Sweet Waters cannot be surpassed anywhere.

The purest ingredients only are used, and the utmost care and cleanliness are used in the manufacture throughout.

LARGE BOMBAY 'SADA'S'
We continue to supply large bottles as heretofore, *free of Extra Charge*, to those of our Customers who prefer to have them to the ordinary size.

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OUR AERATED WATER MANUFACTORY

is replete with the best Machinery, embodying all the latest improvements in the trade.

THE greatest attention has been paid to applications for ensuring purity in the Water supply, to secure which we have added a Condenser capable of supplying

3. On the 2nd day of December, 1889, the defendant at the Supreme Court House in the presence of the Deputy Registrar, C. F. A. Sangster, Esq., fraudulently and maliciously spoke and published of and concerning the Plaintiff while the Plaintiff was actually engaged in the practice of his said profession as a solicitor the words following:—“obtaining money under false pretences” and “that the Plaintiff was a fraud,” meaning thereby that the Plaintiff was a cheat and had defrauded persons, whereby the Plaintiff had been greatly injured in his credit and to the disparagement of the Plaintiff.

And the said John Francis Webber claims damages \$1,000 and his costs of suit. Dated December 7th, 1889.

The answer was as follows:—
1. The defendant admits paragraph 1 of plaintiff's petition.
2. The defendant is a Merchant and Commission Agent.

3. In reply to paragraph 3 of the said petition the defendant denies that he made use of the words “obtaining money under false pretences” and of concerning the plaintiff upon the occasion mentioned in the said paragraph, but admits that he made use of words to a somewhat similar effect, and the defendant denies that he said or published of and concerning the plaintiff that the plaintiff was a fraud, as alleged either on the said or any other occasion.

4. For further reply the defendant says, that the words spoken by the defendant of and concerning the plaintiff were privileged immunities, they were addressed to a Public Officer, the Deputy Registrar of this Honorable Court, acting in the performance of a public duty, in which the plaintiff and the defendant were personally interested.

5. And the defendant further says that the words spoken by the defendant as aforesaid of and concerning the plaintiff were and are true.

6. And the defendant further says that the plaintiff has suffered no damage.

Dated December 14th, 1889.
Mr. C. F. A. Sangster, Deputy Registrar of the Supreme Court, was the first witness.

Mr. Phillips—Do you remember the 2nd December and certain words that were used in your office by the defendant concerning the plaintiff?

Witness—I remember some words that passed.

His Lordship—I think you had better fix the occasion.

Witness—It was on the occasion of my passing a bill of costs in a suit in which a Mr. Samuel Smith was plaintiff and the defendant in this action was defendant.

Mr. Phillips—Was it before taxing the bill of costs that the words were used?

Witness—Just before.

What were the words?—They were not either obtaining or getting money under false pretences, but I am not certain what they were to that effect.

Was Mr. Webber then in the practice of his profession?—I presume so. Heavily used with regard to the bill of costs.

Mr. Phillips—You say you were attending to the taxing of the bill; was it not a taxing?

Witness—It was. It was the second time I had taxed the bill.

Can you inform me how it came to be taxed?—I am not able to tell you about any conversation that took place between Mr. Webber and the Registrar on the subject, but the Registrar thought I had better review the taxation or tax the bill again, as you had not been present on the previous occasion, on the 28th November.

On the 28th November Mr. Webber appeared in person before the bill of costs taxed in the case by Samuel against me, in which judgment had been given against me, and I was not present?—You were not present.

Was there no reason stated by Mr. Webber why I was not present?—Did Mr. Webber tell you he had given me notice?—I did not see him.

And after that, although I did not appear, you were entitled to proceed with the taxation?—Yes, I proceeded with the taxing.

You will see in the original bill of costs an entry “To drawing and engraving work of summons,” and another “To attending to issue?”—I do.

Did Mr. Webber at the time of taxing tell you anything about this?—Nothing whatever.

And the charges were allowed?—They were.

Did Mr. Webber apply to you for an execution under this judgment?—An application was made to me, in the usual way, for a writ of execution, I think on the following day, the 29th.

There was no particular reason stated for getting this execution?—The writ of execution was brought to me, and on referring to the record I found judgment had been given with costs, and having taxed the costs I signed the writ in the usual course.

You stated that you received instructions from the Registrar to re-tax these costs?—Yes, the Registrar said I had better review the taxation, and I did so.

You asked me what my objections were?—Yes.

What was it I said?—Well, you went on talking at Mr. Webber or to him and I had to stop you. I said I must proceed to tax this bill. That was after you had used the words I have mentioned.

Do you say I did not give you any answer when you asked what I objected to?—I think you objected to everything nearly. With regard to the charges for drawing and engraving work of summons, and attending to issue, you said Mr. Webber had neither done the one nor the other; and I said I considered that if Mr. Webber had attended to obtain a copy of the writ of summons he could charge for that and also charge for attendance, so I passed it. Then you objected to the \$25 for attending Court.

Did I not object to the execution fees too?—They were not before me.

I knew it was a mistake, but did I not say it?—I am not sure you did. I had nothing to do with it.

Now was it not after I had referred to those items that I used the words mentioned—that I said this was an indisputable trick of Mr. Webber's?—You did nothing of the sort, you mentioned that before.

That is what you say. Now there is no expression I used—getting money, out of me by getting taxation behind my back?—Well, you talked a good deal; you were excited, and I fancy you may have said Mr. Webber said “Note that down,” and you said “Yes, getting taxation behind your back?”—Mr. Webber said “He says I obtain money under false pretences and that I am a fraud.” I only heard the words “getting” and “obtaining money under false pretences.” In reply to Mr. Webber I said I had heard you say that, but as regards the word fraud, I said I heard it. Did I use the words “false pretences”?—Certainly you did. I said so several times.

After that I was not satisfied with taxation I could get a judge's summons and have the taxation reviewed?—I showed you how to get a review.

You were very kind to me and showed me the way?—Oh no; it is part of my business.

Re-examined by Mr. Phillips, witness said:—I tax a good many bills and it sometimes happens that both parties are not present. Supposing one of the parties is not there, if the Registrar is satisfied he has been served with a notice of the appointment, he proceeds to tax the bill in the usual way. I did not alter anything in the usual way.

By the Court. There was a review of this bill after the second taxation by your Lordship, the result of which was that it was reduced by \$3 in respect of the two items referred to.

Mr. Phillips. The plaintiff, said:—On 2nd December I had occasion to have a bill of costs taxed before the Deputy Registrar. The bill was first taxed on the 28th November, but the defendant said he had not got proper notice and the date fixed for taxing the bill had been omitted from his notice. I then asked the Registrar to have another taxation. Mr. Brandt saw Mr. Ackroyd about the matter, and Mr. Ackroyd consented to the re-taxation. He had notice for 2nd December and he turned up half an hour late. Then the bill was re-taxed by Mr. Sangster, and he allowed the same as had been allowed before, \$36.25. Before the taxing the defendant told me he was going to induce me in the police court for obtaining money on false pretences. He used very objectionable language and Mr. Sangster stopped him. He persisted in talking, and during that time he called me a fraud and a cheat. I said nothing at all, but afterwards drew Mr. Sangster's attention to what the defendant had said.

Mr. Phillips. Did you receive this bill from me on the 27th November, the day on which judgment was given in the suit against me by Samuel?—“Sir, will you be good enough to get the bill of costs of the suit Samuel against myself taxed, as I am ready to pay the amount.”—Yours obediently, O. BRANDT.

The Plaintiff—I did get that letter, but I can't remember exactly when. My answer was to send you the bill of costs, and a notice to appear before the Registrar to have the costs taxed. I can't tell you when the notice was served. My clerk served it; I did not see the bill of costs before it was sent to you.

Mr. Brandt. On the evening of the 27th, your clerk's statement you told the Registrar I had been served with a proper notice?

Plaintiff—I took it for granted you had been served with a proper summons. I certainly was not aware when the writ of execution was obtained that you had not been served with a proper notice.

Did I not tell you no notice had been served upon me?—No.

Not in the Hongkong Hotel?—No.

Not at the bar?—No. I told you at the bar that I did not pay me the money I would issue execution.

Were you quite alone at the time?—Certainly I was.

How many drinks had you?—I might have had two glasses of sherry and bitter.

When was it?—I think it was about six o'clock. Certainly not after dinner, because I was not at the bar after that.

Was it not at nine o'clock, and in presence of five or six people?—Certainly not.

The writ in the case of Samuel against me was not issued by you?—No.

How could you charge for work you did not do?—It was simply put in that way for obtaining a copy. It is exactly the same thing.

But a copy would not be issued and if you have charged for attending to issue, are you in the habit of charging for work you do not do?—Certainly not.

It is only in this case against me you tried it on?—I never saw this bill of costs, but I am perfectly willing to take the responsibility for what my clerk has done.

What was the amount of costs you attempted to get out of me on the review of this bill?—I think it was \$18.

And the Registrar struck off everything except \$3.

Did you not point out that this was subsequent to the date of the alleged slander?

Mr. Brandt (to plaintiff)—What was the reason that Mr. Sangster taxed this bill and not Mr. Ackroyd?—I should say probably the bill was referred to him.

It is not Mr. Ackroyd who taxes bills as a rule?—No. I think Mr. Sangster taxes nearly all the bills in the Summary Court. I know he taxes most of mine and others that I have attended to.

You say you told the bill to seize my furniture in case he did not get the money for this bill?—I don't think so. In fact I am almost certain I did not.

Are you on friendly terms with Mr. Sangster?—Yes.

Do you live with him?—We lived together for some time last year.

You are on very intimate terms with Mr. Fraser Smith, are you not?—Very.

When you address the Court in a case are you very much about the words you use and the allegations you make?—I generally try to do my best for my client.

You don't occasionally throw out insinuations of forgery and lying and so on?

His Lordship said I did not see what this had to do with the case.

Mr. Brandt said you never succeeded in getting costs against me in any suit before this?—I don't think so.

You have had a good many cases against me?—I have had several.

It is not the case that in every case you have the effect that in October last when he told the Judge for protection against your insolence?—I am not aware of it. I know you have been very objectionable; your manner and disposition are very objectionable.

Don't you recollect my applying to Mr. Justice Leach for protection against you?—I do.

His Lordship—What has that got to do with obtaining money on false pretences?

Mr. Brandt—Have I ever shown you any animosity privately?—Yes, decidedly.

In what way?—By taking every opportunity to insult me.

And after that you have gone and taken drinks with me?—Certainly not within the last eighteen months. In Macao?—I may have had a drink with you in Macao, but I don't remember seeing you there.

Didn't we share a Manila lottery ticket a few months ago?—I remember something about a lottery ticket, and I believe you owe me money for it.

Mr. Phillips—Has this slander done you any harm?

The Plaintiff—It certainly has affected my position.

Joseph Samuel, broker, gave evidence to the effect that in October last when he told the defendant he was to put the suit in question into the hands of Mr. Webber, the defendant said “Oh he's another swindler. Defendant also called witness a thief.

F. Howell, bailiff of the Supreme Court, said he spoke to Mr. Webber after the writ of execution was issued about getting the money from Samuel. He told Mr. Webber he had not got the money, and he said to put a man in possession of Brandt's house. Witness went to Brandt's office and left a card there to the following effect:—“Mr. Webber has given me instructions to

enforce execution against your furniture at once.” That was the ordinary course of business.

E. J. Ackroyd, Registrar of the Supreme Court, said he remembered the defendant coming to his office and complaining that Mr. Webber had taken a writ of execution out against him without his having had a chance to appear. Defendant showed him a notice to appear before the Registrar, in which the date was left blank. The bailiff afterwards told witness that the money had been paid. Witness then asked Mr. Webber to come and explain the matter. Mr. Webber called and the defendant, who had a case in the Court at the time was sent for. When the matter had been explained, witness called Mr. Sangster and asked him to re-tax the bill of costs. He thought, as Mr. Sangster had taxed the bill, it would be better to refer the matter to him again. Witness remembered giving Mr. Webber or his clerk a form of notice. It had the date and the hour filled in. Mr. Webber had subsequently got the blank form which was sent to defendant and had not returned it. Bills of costs were sometimes taxed by witness and sometimes by Mr. Sangster, but as a rule they were taxed by witness. On this occasion he was otherwise engaged. Defendant came to him afterwards and complained of Mr. Webber trying to get some money from him on the review. Witness reviewed the bill and disallowed some items.

In reply to Mr. Phillips, witness said he told Mr. Webber there must be a review of the bill, and Mr. Webber acquiesced. Witness considered Mr. Sangster a trustworthy public officer.

Mr. Phillips—Mr. Brandt has said that very likely the reason why the bill was taxed in the way it was was because Mr. Webber and Mr. Sangster were intimate.

His Lordship—He did not say so. Mr. Brandt—Certainly. I protest against any statement of that kind.

The defendant then went into the witness box and made the following statement:—On 27th November I was in Court defending an action brought against me by Mr. Joseph Samuel. I had notice for 2nd December to appear before the Registrar to have the costs taxed. I can't tell you when the notice was served. My clerk served it; I did not see the bill of costs before it was sent to you.

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NEWS BY THE AMERICAN MAIL.

The P. M. steamer City of Rio Janeiro, Captain Ward, arrived to-day with the American Mail of 31st December. We take the following telegrams from our exchanges:—

PORT RABON'S TALK.—THE EXETER EXPRESS writes on 29th inst.:—

